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venturedrive
campervan hire

RENTAL TERMS & CONDITIONS

JM BUSINESS SERVICES LTD T/A VENTURE DRIVE

REGISTERED IN THE UK & WALES

COMPANY REG No: 11226133

VAT No: 379 497 326

Terms and Conditions of Hire

1. Rental Contract

Your rental contract is with JM Business Services LTD t/a Venture Drive. Registered office is 63/66 Hatton Garden, London, EC1N 8LE. Registered company number 11226133. The hire agreement you will be provided forms part of these terms and conditions. These terms and conditions are subject to change without notice.

Under no circumstances shall our liability to you exceed the amount paid to us for the rental of the campervan. This contract shall be governed by the English law in every particular including formation and interpretation and shall be deemed to have been made in England, regardless of the location of the hirer or where the campervan is driven to whilst on-hire. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.

2. Drivers and Insurance

Our tariff includes insurance for one driver. Extra drivers can be added for an additional fee, please contact us for further details. Our insurers require that the following criteria must be met, and agreed to, by each and every named driver;

- All drivers must be between 25 – 75 years old and have held a full UK/EU driving licence for at least 2 years.
- Drivers aged 21-24, and 75-79 can be insured subject to insurers consent and agreement*.
- Drivers with other licences can be considered subject to insurers consent and agreement*.
- All drivers must be present at the time of collecting the vehicle, and the relevant DVLA licence check code must have been provided in advance of your arrival to allow appropriate time to undertake licence checks.
- All drivers must provide their Photo Card Driving Licence and Photo ID (Passport),
- All drivers must provide 1 primary proof of address, such as: Electricity, Water, Gas, Broadband, Council Tax, TV Licence, Bank Statement, Credit Card Bill / Statement, Mortgage Statement, Polling Card – dated within 90 days of the hire date.
- In addition, all drivers must provide 1 secondary proof of address, such as: Student Loan, Shotgun Licence, Payslip, Mobile Phone Bill, Pension Letter, Car Finance Statement, Loan Statement, Property Deed.
- If drivers are unable to provide documents from the secondary list, then 2 documents will be required from the primary list.
- All drivers must disclose at the time of booking any driving endorsements or accidents within the last 5 years.
- It is permitted to allow up to six points and a maximum of two at fault claims. All licence endorsements or accident history must be notified so that we can ensure our insurance company will extend cover to you.
- Any complications with licences or endorsements which were not previously notified to us will render the insurance void, the vehicle will not be hired to you and the total hire charge will not be refunded.
- All drivers are responsible for bringing to the attention of Venture Drive and material fact or information that you believe may affect this contract or the insurance provided.
- The vehicle must be driven in a safe and careful manner and always in accordance with local or national restrictions or laws. Seatbelts must be worn, where fitted.

- Extreme care must be taken when using cooking and heating equipment to prevent fire or heat damage.
- Damage to tyres, windows or internal equipment is not insured and subsequent costs will be charged to the hirer.
- The security deposit paid in advance is purely to cover the insurance excess. Should any damage arise that is your fault and the insurance does not cover, then you will be liable for the full cost of the repair. (An example would be that you decided to make use of the vehicle awning, and damage was caused to the vehicle/awning by wind – this would be deemed your responsibility as you decided to use it in the first instance). It is therefore your responsibility to ensure that the van and its accessories are used within their safe and intended environments.
- In the event of an accident the driver must take the details of any persons and vehicles involved. The driver must not admit any liability. The driver must contact Venture Drive within 24 hours of the event happening, and be prepared to complete appropriate paperwork with us on return.
- The vehicle must only be used in accordance with the appropriate law and may only be driven by the drivers named on the hire agreement, or otherwise confirmed by us.
- **Any fines or fixed penalties incurred are the sole responsibility of the hirer and the details of the hirer will be passed to the police or other local authority. This will incur a £50 administration fee.**
- **please note that this will likely result in an additional premium being charged by our insurance company, so please discuss with us for further details.*

Failure to comply with the above will mean that you cannot drive the vehicle and the cost of the rental will be forfeited in full. The hirer must not permit anyone to drive our campervans who have not already signed this hire agreement regardless of any other third-party insurance they may have.

3. Booking, Deposit & Security Deposit

Deposit: A non-refundable deposit of £200 is payable on booking.

Balance: The balance of the hire charge must be paid by 6 weeks prior to the start of the hire period. If the booking is made within 6 weeks of the hire period, then full payment is due immediately at the time of booking.

Security Deposit: A security deposit of £750 is due before the rental commences. This will be refunded by us within 3-5 days of the rental finishing, subject to the vehicle being returned to us in the same condition that it was provided, and that all terms and conditions of the agreement have been met in full. Please note there is an additional deposit required for drivers under 25 or over 75 years old.

All payments details will be provided to you via email upon booking and an invoice is generated.

4. Minimum Hire

Minimum hire of our vehicles is 2 nights and you can hire for up to 30 days at a time. If you require longer than 30 days of hire, then please speak to us prior to making a booking.

5. Mileage Limit

Mileage is limited to 100 miles per rental day, if travelling within the EU. So, if, for example, you have rented for a week (7 days) this would be a total permissible mileage of 700 miles. Excess mileage is chargeable unless agreed at time of hire.

Mileage within the UK is unlimited, subject to reasonable distance use. If you are unsure then please discuss with us at the time of booking.

Mileage agreements can be made in advance for anyone wishing to drive beyond these limits, or for those wishing to take the vehicle out of the country. Please discuss with us when making the booking.

6. Gas Usage

Depending on the length of hire you will likely use bottled gas for heating, fridge, hot water etc. We expect that the vehicle be returned with a full gas bottle replaced. Failure to replace the gas used will result in a deduction of your security deposit.

7. Availability

If, due to unforeseen circumstances such as an accident, the vehicle of your choice becomes unavailable, we will always endeavour to provide a suitable substitute. If a substitute vehicle is unavailable, we will endeavour hire an equivalent from another campervan company. If it is not possible to substitute your vehicle, we will refund you at the earliest opportunity. Our liability to you will extend to the maximum of a full refund of hire charges and security deposit paid by you up to that point in time. We will not be liable to compensate you for any other costs incurred but will offer a future hire at a discounted rate as an apology for the inconvenience you would've encountered.

8. Cancellation Policy

In the unfortunate event that you need to cancel your booking, the following charges will become applicable:

- a. More than 6 weeks prior to commencement of hire – loss of deposit
- b. Between 6 – 3 weeks prior to commencement of hire – loss of 50% of the total hire charge.
- c. Less than 21 days prior to commence of hire – loss of the entire hire charge.

In all cases we will strive to rehire our vehicle for the dates you had selected. If successful, we will look to refund all or part of your payments made. We strongly recommend that you take out the appropriate travel / holiday insurance to cover any cancellation you may need to make.

9. Collection and Return

Collection – Your vehicle will be ready for **collection between 14:00 – 19:00** on the hire start date. Earlier / later collections can potentially be accommodated, dependant on availability. Please speak with us if this is to be the case. We ask that you allow up to one hour for vehicle collection so that we can show you how our vehicle works, conduct the appropriate vehicle checks, take copies of your documentation and licence and ensure that you are fully prepared for your holiday.

The vehicle will be fully prepared and cleaned ready for your collection. It will also have a full tank of fuel. Any defects or marks will be recorded upon vehicle inspection along with the fuel level, and this will need confirming by you. You are welcome to leave your own vehicle with us but regretfully we inform you that this will be at your own risk. We cannot be held liable for any damage / defect / theft that occurs to your vehicle whilst it is left on our property.

Return - We ask that you return our vehicle in the same condition that you were provided it. You should also ensure that the fuel tank has been filled. We will complete a vehicle condition report and compare this to when you collected our vehicle. The vehicle must be **returned to us between 10:00 – 11:00** on the final day of hire, unless otherwise prearranged with us.

Please respect the next person who will be hiring the vehicle and allow us sufficient time to prepare the vehicle ready for their collection. We reserve the right to charge a **cleaning fee of £50** if the vehicle is returned to us in a different condition than that upon collection.

You acknowledge that Venture Drive will not refund to you any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or you cease to have the use of the vehicle prior to the return date for any reason e.g., accident, weather or theft.

10. Security and Damage Deposit

Before the hire can commence, a security deposit of £750 will need to have been received, and cleared. This will be returned to you, in full, after the rental has finished on the understanding that the vehicle is bought back in the same condition, on time, undamaged, fully fuelled, with a complete inventory, replaced gas and in an overall satisfactory presentation.

Any deduction required from the security deposit will be made fairly and at our sole discretion to make good any defect or damage to the vehicle or equipment within. Our fees include, but are not limited to, the below:

- a. **A cleaning fee of £50* will be deducted if the interior and/or exterior of the vehicle are not reasonably clean upon return. This includes any cooking utensils and the hob itself.**
- b. **A late return fee of £35* per hour in addition to any compensation owed to the next hirer for their loss of the vehicle availability.**
- c. **A soiling fee of £20* for any waste or fresh water left within the vehicle upon return.**
- d. **A refuel fee of £15*, plus the current going rate of fuel at the time of refuelling.**
- e. **A £75+VAT fee for any damage caused to the windscreen which does not require windscreen replacement, or £250* for any damage caused to the windscreen that requires replacement.**
- f. **A £150* fee for any damage caused to any other window of the vehicle, not including the windscreen.**
- g. **A £75* smoking fee if it is apparent that smoking has occurred in or near the vehicle.**
- h. **A £500* fee for any event where you have fuelled the vehicle with the incorrect fuel, as you will be liable for any damage caused to the engine, and extraction of the incorrect fuel.**
- i. ***All prices shown above exclude VAT, which will be added at time of charge.**

The security deposit covers the vehicle insurance excess.

- If you cause any damage to our vehicle, you will be liable up to this amount before the insurance pays out.
- You will not be covered by the insurance if you do not adhere to the Terms and Conditions of the insurance which can be found in our Terms and Conditions on our website. (Exclusions to our insurance policy are things such as; driving off road, driving under influence of alcohol etc.).
- If you do damage the vehicle, we will obtain a quote and you will only pay for the damage plus

any cost to us to get it fixed i.e., time to take vehicle to get fixed and fuel plus days off rental fleet. This will only be up to the limit of the security deposit unless you have not adhered to our Terms and Conditions.

11. Standard Inclusions

All hire rates quoted include the following as standard;

- ✓ VAT @ 20%
- ✓ UK standard vehicle insurance*
- ✓ UK standard equipment & breakdown**

If you wish to take the vehicle out of the UK, then additional insurance products will be required.

** Insurance loading. In some cases, Venture Drive may incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is in an occupation which is deemed high risk. These charges will be passed onto the customers.*

***Venture Drive will supply full breakdown cover to cover any mechanical faults to the base chassis of the campervan. Any call out charges necessitated by the client through operator error, e.g., a flat vehicle battery, wrong or insufficient fuel, keys locked in campervan etc will be the responsibility of the hirer and the cost will be payable by you.*

12. Optional Hire Extras

All of the below options are available for added convenience, subject to availability:

- National Airport / Train Station transfer (for up to 4 people): POA
- Local Train / Bus Station transfer (for up to 4 people): POA
- Parking for your vehicle: Free of Charge*
- Small Pet Fee: £20 p/hire (*please check with us for more information*)
- Additional Driver Insurance: £10 p/day
- Drive Away Awning: £60 p/hire
- Toilet Tent & Toilet: £5 p/night
- Car Seat (1-4 YR): £20 p/hire
- Car Seat (4 YR+): £10 p/hire
- Satellite Navigation: £35 p/hire
- Travel Kit for the EU: £15 p/hire
- **Please be advised that vehicle is left at your own risk, and we accept no liability for any loss / damage caused to your vehicle.*

13. Rental and Other Charges

You agree to pay Venture Drive:

- All rental charges, including a £200 Non-refundable deposit at time of booking
- The security deposit of £750
- The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle
- The cost of any damage to the vehicle or the property of Venture Drive and any third party, subject to the insurance cover*
- All government fees and duties such as Tolls, Crossings, Congestion Charge etc.
- All parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the vehicle; and associated administration costs incurred in relation to the vehicle during and after the rental period
- Any other fees or charges payable by me pursuant to this agreement*
- The daily rental rate for the period the vehicle is off fleet for accident repairs*

- The cost to recover a vehicle, which has become bogged / stuck*

**This cost is up to the insurance excess amount provided all Terms and Conditions are adhered to. If the insurance deems the insurance to be invalid due to inappropriate use of the vehicle and there has been a breach by the hirer of the terms of this agreement, then the hirer will be liable for all costs.*

14. Payment of Charges Joint and Several Liability

All charges and expenses payable by you under this agreement are due on demand by Venture Drive. If you do not pay all charges when due, you agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Venture Drive, including any reasonable legal fees. When the customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this agreement.

15. Travel Outside the UK and EU

Prior notification of your intention to travel outside UK Mainland, with written permission is required to be obtained from Venture Drive. Any additional insurance premium is required to be paid prior to the commencement of the period of hire. The hirer is permitted to travel in any European countries with the exception of Turkey.

- An additional daily insurance premium for EU travel may be required, so please check beforehand.
- All vehicles will be provided with both full UK & EU Breakdown Cover and the appropriate level of fully comprehensive insurance.
- To comply with current EU traffic regulations, when travelling in Europe you must carry the following items:
 - Fluorescent / High Visibility Jacket
 - Road Safety Triangle
 - Spare Bulbs
 - GB or EU Sticker (GB/UK sticker post-brexite)
 - Head Light Angle Adjusters
 - **This additional pack can be provided as an optional extra, or are available to purchase at the outbound ferry terminals.*
- If you are travelling through France, you must ensure you carry **two** Government Approved breathalyser test kits in the vehicle. Failure to provide this kit may result in prosecution by the local authority.
- It is your responsibility to research the laws in the country in which you wish to travel and Venture Drive will not be held accountable for any failure to comply with appropriate law.

16. Title to Vehicle

You acknowledge that Venture Drive retains title to the vehicle and that you possess the goods as a mere bailee only. You do not have any right to pledge Venture Drive credit in connection with the vehicle and agree not to do so. You shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the vehicle.

17. Use of the vehicle

You agree that during the rental period, you will not, nor will you allow the vehicle to be:

- Driven otherwise than in a cautious, prudent and normal manner;
- Used in a manner which could cause damage; driven in a prohibited area or in an area other than the areas indicated by me to Venture Drive prior to commencement of the hire period;

- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by relevant law;
- Left with the ignition key in the vehicle while it is unoccupied;
- Driven by persons:
 - Under the age of 23 years; or who is not authorised by law to drive the vehicle. Particulars of a proposed licensed driver of the vehicle are set out under the heading 'driver details' in the motor rental agreement.
- Damaged by:
 - Submersion in water
 - Contact with salt water
- Used for any illegal purpose for any race, rally or contest;
- Used to tow any vehicle or trailer;
- Used to carry passengers or property for hire or reward;
- Used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this agreement;
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material otherwise used in breach of my obligations under this agreement.

18. Alterations to the Vehicle

You shall not make any alterations or additions to the vehicle without the prior written consent of Venture Drive.

19. Maintenance

You shall take all reasonable steps to properly maintain the vehicle, including oil checks, water and batteries.

You acknowledge that Venture Drive will reimburse you for expenditure up to £50.00 (GBP) reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle (*not including the water system, refrigerator, heating, audio equipment*) provided that:

- You produce relevant receipts
- You have received the prior consent of Venture Drive
- The damage is not due to your fault or your breach of this agreement.

You agree you will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol). You will be liable for any puncture or flat tyre whilst the vehicle is on hire to you, unless you have chosen to take out the relevant insurance waiver. You will also be responsible for any costs associated with the replacement or repair of the windscreen or engine (following damage).

Please be advised that personal effects are not covered under our insurance policy and therefore we suggest taking out relevant travel insurance.

17. Release and Indemnity of Venture Drive

Subject to its obligation to deliver the vehicle, you agree to release Venture Drive, its employees and agents, from any liability to yourself (regardless of who is at fault) for any loss or damage incurred by you for any reason of this agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, and accident or the vehicle being unsuitable for your purpose.
- Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any Venture Drive premises or recovered or handled by Venture Drive. This includes parking your vehicle at our premises.
- Subject to any insurance arrangements agreed with Venture Drive, you hereby indemnify and shall keep indemnified Venture Drive, its employees and agents

against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of your use and/or possession of the vehicle.

- Instances beyond Venture Drive control that means they cannot release the vehicle to you due to a prior accident or fault with the vehicle. In this instance, Venture Drive will endeavour to find a replacement vehicle or give a full refund of the price of hire to the customer if a replacement vehicle cannot be sourced.

18. Road restrictions

All vehicles may only be driven on sealed / bitumen roads, they are not permitted on sand / salt water surfaces and if they become bogged in soft ground you shall be responsible for the recovery costs associated with recovery of the vehicle.

You acknowledge that Venture Drive reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

19. Pets

Venture Drive does allow small pet dogs to be carried in the vehicle but this must be notified to and agreed by Venture Drive before travel. Subsequently, the hirer agrees that any damage, repair costs or extra valeting costs incurred from a pet being in the vehicle must be paid in full by the hirer.

You shall not allow any animals to be carried in the vehicle without the prior consent of Venture Drive.

Please be advised that a surcharge is payable to take a small pet in our vehicles, but our vehicles may not be suitable for larger pets so please enquire with us.

20. Smoking Policy

Venture Drive operates a strict No Smoking policy in all our vehicles. This includes smoking in the cab and immediately outside the doors / awning where smoke could enter the vehicle.

Please be advised that Venture Drive reserves the right to charge a fee for the valeting of the vehicle should it be determined that smoke has entered the vehicle.

21. Definitions of Terms and Conditions

- Definitions of Terms and Conditions 'I', 'you', 'me', 'my' refers jointly and severally to the person or persons who are the customers; 'this agreement' means the rental agreement, the insurance motor rental agreement and these terms and conditions. In the event of any discrepancy between these terms and conditions and any other Venture Drive literature, the provisions of these terms and conditions apply.
- 'Venture Drive' - Means JM Business Services LTD t/a Venture Drive
- 'Customer' - Means the person or persons nominated as the hirer under the heading 'hire details' on the insurance motor rental agreement and any person whose credit card is presented in payment of the customer's charges.
- 'Living equipment' – Includes but is not limited to crockery, cutlery, cooking utensils.
- 'Over head damage' – All drivers must be aware of the (unusual) height of the campervan and are responsible for all damage if driven under an obstruction that is too low for it to clear – the obvious examples are low bridges and height restrictions into car parks etc. In this event neither the basic insurance nor collision damage waiver will apply and the hirer will be responsible for the repair

of all damages. Overhead damage is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 metres) and or any third-party property. The hire rate quoted includes a standard excess of £550 or other amount as agreed by our insurers for licences outside the UK and EU. In the event of any damage to either the vehicle or third-party property, the hirer will be liable up to the full amount of the security deposit paid. The hirer will also be fully liable for all overhead control.

- 'Vehicle' – Means the vehicle described under the heading 'vehicle details' on the rental agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the vehicle and any replacement or substitute vehicle which may be provided at the discretion of Venture Drive.
- 'Security deposit' – Means the vehicle security deposit detailed under the heading 'vehicle security deposit' in the insurance motor rental agreement. The hire rate quoted includes a standard excess of £750 or other amount as agreed by our insurers for licences outside the UK and EU.

22. Terminating the agreement

You acknowledge that Venture Drive may terminate this agreement and repossess the vehicle at any time, without notification to you, and that you will pay the reasonable costs of repossessing the vehicle, including towing charges if;

- You are in breach of any term of this agreement;
- You have obtained the vehicle through fraud or misrepresentation;
- The vehicle appears to be abandoned;
- The vehicle is not returned on the agreed return date or Venture Drive reasonably believes that the vehicle will not be returned on the agreed return date;
- Venture Drive considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered.
- You understand that in the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the security deposit

23. Entire Agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Venture Drive reserves the right to add or amend any rental charges without prior notice.

damage, any damaged deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

- 'Rental period' – Means the hire period referred to under the heading 'booking details' on the rental agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or